



1211 Avenue of the Americas
New York, New York 10036

September 19, 2003

VIA AIRBORNE EXPRESS

Terry Smith
News Director
WLOV
1359 Road 681
Beech Springs Road
Tupelo, MS 38801-38802

Re: Amendment to Exhibit E - News Service Agreement dated February 22, 2000 ("Agreement"), between Fox News Network, LLC ("FNN") and Lingard Broadcasting ("Licensee") for Licensee's Television Station WLOV in Tupelo, MS.

Dear Terry:

This letter shall set forth the agreement between FNN and Licensee to amend the above referenced Agreement as follows:

1) Paragraph 4.1 of the Agreement shall be amended to change the License Fee to the following:

<u>Start Date</u>	<u>End Date</u>	<u>Monthly License Fee</u>
4/1/03	3/31/04	\$
4/1/04	3/31/05	\$
4/1/05	3/31/06	\$

Except as expressly set forth herein, the Agreement and all of its terms and conditions shall remain in full force and effect.

Except as expressly set forth herein, the Agreement and all of its terms and conditions shall remain in full force and effect.

Please indicate your acceptance by signing in the space provided below.

Very truly yours,

FOX NEWS NETWORK, L.L.C.
("FNN")

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ACCEPTED AND AGREED TO:
LINGARD BROADCASTING
("LICENSEE")

BY: Jennifer Denning

PRINT NAME: TERRY SMITH Jennifer Denning

TITLE: News Director Station Manager

DATE: 9/22/03 9/23/03

ADDENDUM TO AGREEMENT AND AMENDMENT BETWEEN
Lingard Broadcasting of Tupelo, Mississippi ("Licensee") for Licensee's Station WLOV
and FOX NEWS NETWORK L.L.C. ("FNN") dated February 22, 2000 and September
19, 2003, respectively hereafter "Agreement"

Licensee, on behalf of its Station, is hereby entering into an agreement ("Addendum") with FNN for the licensing to Station of the FNS News Service and the broadcast of FNS Materials.

Because at this time Station does not have news gathering capabilities and therefore does not produce news programming as required in paragraph 8.1 of the Agreement, Station has entered into a news sharing agreement ("News Sharing Agreement"), copy of which is attached hereto as Exhibit B, with NBC's station WTVA in Tupelo, Mississippi ("Cooperating Station"), pursuant to which Cooperating Station produces and furnishes to Station a complete news program ("Shared Newscast") for broadcast over Station's facilities on a daily basis ("News Sharing Arrangement").

Accordingly, the Agreement is hereby modified and supplemented to incorporate the News Sharing Arrangement as follows:

1. Grant of License for Cooperating Station.

1.1 Notwithstanding the restrictions in paragraph 2.2.1 of the Agreement, Station may authorize Cooperating Station to use FNS Materials for the Shared Newscast, subject however to all of the restrictions set forth in paragraph 2.1, including specifically, but without limitation, the right to use the FNS Materials in and only in Station's regularly scheduled news programs or news inserts, coverage of live breaking news events or in sports programming, but only if produced by Cooperating Station's news department.

1.2 FNN hereby also grants to Cooperating Station a limited license to use FNS raw video footage, exclusive of any voice-over materials, in Cooperating Station's own newscasts, as contrasted with the Shared Newscast. This limited license is conditioned upon Cooperating Station being specifically prohibited from using FNS-packaged materials, FNS feature materials or from using any graphics, trademarks or logos of FNS and/or FNN which could in any way give the impression that Cooperating Station's newscast is a Fox newscast.

2. Restrictions on License.

2.1 Licensee of Cooperating Station agrees that Cooperating Station shall be bound by all of the restrictions set forth in the Agreement, including specifically, but without limitation, the restrictions in paragraph 2.2 of the Agreement. These provisions are of the essence.

3. Obligations of Cooperating Station.

3.1 Licensee of Cooperating Station hereby acknowledges and agrees that Cooperating Station is obligated as referenced in paragraphs 7.1 and 7.5 of the Agreement to furnish FNN on a continuing basis with breaking or major news events in its market and to cover and promptly furnish to FNN at FNN's request (subject to paragraph 7.5.2 of the Agreement), reports of such news events ("Cooperating Station Materials"). Licensee of Cooperating Station acknowledges that such obligation is of the essence of this Addendum.

3.2 Licensee of Cooperating Station agrees that FNN shall have the same rights, and Cooperating Station shall have the same obligations with respect to Cooperating Station Materials as are set forth in paragraphs 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6 of the Agreement with respect to Station Materials.

3.3 All of the terms and conditions with respect to representations, warranties and indemnification as set forth in paragraphs 8.2, 8.3, 8.4 and 9 shall be fully applicable to Licensee of Cooperating Station with respect to Cooperating Station and Cooperating Station Materials and shall be fully applicable to FNN with respect to FNS Materials furnished to Cooperating Station.

4. Equitable Relief.

4.1 Failure by Licensee of Cooperating Station to perform or otherwise comply with any provisions of this Addendum hereunder shall cause FNN irreparable loss of a unique, intellectual property warranting equitable relief to prevent such loss. In the event FNN breaches or otherwise fails to perform any of the provisions of this Addendum, the damage (if any) caused Licensee of Cooperating Station shall not be deemed irreparable or otherwise sufficient to entitle said Licensee to rescission or to injunctive or other equitable relief, and without limitation to the foregoing, said Licensee shall in any event be strictly limited to recovering damages in an action at law and shall not be entitled to restrain or enjoin FNN's exercise of the rights granted to FNN hereunder or FNN's exhibition or other use of any Cooperating Station Materials provided to FNN hereunder.

5. Incorporation of Terms and Conditions of the Agreement.

5.1 Except as herein specifically provided and except for the provisions of paragraph 4 of the Agreement, namely Consideration, Licensee of Cooperating Station agrees to be bound by all the terms and conditions of the Agreement applicable therein to Licensee as though Licensee of Cooperating Station had executed the Agreement.

6. Notices.

6.1 All notices or communications to each party required or permitted hereunder shall be in writing and shall be deemed given when personally delivered or upon date of dispatch by overnight courier or by U.S. Mail, postage prepaid, return

receipt requested, addressed as set forth below, or to such other address as such party may thereafter specify in a notice sent as provided herein. Any service by facsimile shall be immediately followed by U.S. Mail, post prepaid, as above referenced.

If to Licensee:

Terry Smith
WLOV
1359 Road 681
P.O. Box 350
Tupelo, MS 38801/38802

If to Licensee of Cooperating Station:

Terry Smith
WTVA
1359 Road 681
P.O. Box 350
Tupelo, MS 38801/38802

If to FNN:

Fox News Network L.L.C.
1211 Avenue of the Americas
New York, NY 10036
Attn: Vice President, Legal Affairs

shall in any event be strictly limited to recovering damages in an action at law and shall not be entitled to restrain or enjoin FNN's exercise of the rights granted to it hereunder or FNN's exhibition or other use of any Cooperating Station's

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the day and year first above written.

LICENSEE

By: Jennifer Dennington

Title: Station Manager

Date of Execution: 9/23/03

LICENSEE OF COOPERATING STATION

By: Jay Smith

Title: News Director

Date of Execution: 9/23/03

FOX NEWS NETWORK, L.L.C.

By: _____

Title: _____

Date of Execution: _____

April 28, 2005

VIA AIRBORNE EXPRESS

Mark Ledbetter
GM
WLOV
1359 Road 681
Beech Springs Road
Tupelo, MS 38801-38802

Re: Second Amendment to Exhibit E - News Service Agreement dated February 22, 2000 ("Agreement") and First Amendment dated September 19, 2003 ("First Amendment"), between Fox News Network, LLC ("FNN") and Lingard Broadcasting ("Licensee") for Licensee's Television Station WLOV in Tupelo, MS.

Dear Mark:

This letter shall set forth the agreement between FNN and Licensee to amend the above referenced Agreement as follows:

- 1) Paragraph 4.1 of the Agreement shall be amended to extend the License Fee as follows:

<u>Start Date</u>	<u>End Date</u>	<u>Monthly License Fee</u>
4/1/06	3/31/07	\$
4/1/07	3/31/08	\$
4/1/08	6/30/08	\$

Except as expressly set forth herein, the Agreement and all of its terms and conditions shall remain in full force and effect.

Please indicate your acceptance by signing in the space provided below.

Very truly yours,

FOX NEWS NETWORK, L.L.C.
("FNN")

BY: Mark Kranz

PRINT NAME: Mark Kranz

TITLE: CFO

DATE: 8/15/05

ACCEPTED AND AGREED TO:
LINGARD BROADCASTING
("LICENSEE")

BY: J.R. Lingard

PRINT NAME: J.R. LINGARD

TITLE: President

DATE: 7/25/05

March 6, 2008

VIA AIRBORNE EXPRESS

Jennifer Dennington
General Manager
WLOV
1359 Road 681
Saltillo, MS 38866
Ph: (662) 842-7620

Re: Third Amendment to Exhibit E - News Service Agreement dated February 22, 2000, Second Amendment dated April 28th, 2005 and First Amendment dated September 19, 2003 (collectively, "Agreement"), between Fox News Network, LLC ("FNN") and Lingard Broadcasting ("Licensee") for Licensee's Television Station WLOV in Tupelo, MS.

Dear Ms. Dennington:

This letter shall set forth the agreement between FNN and Licensee to amend the above referenced Agreement as follows:

- 1) Paragraph 4.1 of the Agreement shall be amended to extend the License Fee as follows:

<u>Start Date</u>	<u>End Date</u>	<u>Monthly License Fee</u>
7/1/08	6/30/09	\$
7/1/09	6/30/10	\$
7/1/10	6/30/11	\$

Except as expressly set forth herein, the Agreement and all of its terms and conditions shall remain in full force and effect.

Please indicate your acceptance by signing in the space provided below.

Very truly yours,

FOX NEWS NETWORK, L.L.C.
("FNN")

BY: 

PRINT NAME: Wesley Grunbaum

TITLE: VP Finance

DATE: 8/5/08

ACCEPTED AND AGREED TO:
LINGARD BROADCASTING CORPORATION
("LICENSEE")

BY: 

PRINT NAME: J.R. LINGARD

TITLE: President

DATE: 2 June 2008

February 18, 2009

VIA UPS

Jennifer Dennington
General Manager
WLOV
1359 Road 681
Saltillo, MS 38866
Ph: (662) 842-7620

Re: 4th Amendment to Exhibit E - News Service Agreement dated February 22, 2000, 1st Amendment dated September 19, 2003, 2nd Amendment dated April 28th, 2005 and 3rd Amendment dated March 6, 2008 (collectively, "Agreement"), between Fox News Network, LLC ("FNN") and Lingard Broadcasting ("Licensee") for Licensee's Television Station WLOV in Tupelo, MS.

Dear Jennifer:

This letter shall set forth the agreement between FNN and Licensee to amend the above referenced Agreement as follows:

- 1) Paragraph 2.1.2 shall be added to the Agreement:

2.1.2. In addition to the grant of license set forth in paragraphs 2.1 and 2.1.1 above, Station shall have the right to incorporate the FNS Materials in and only in the news section of Station's website located at www.wlov.com, provided Station shall adhere to any restrictions as set forth by FNN.

~~remain in full force and effect.~~

Except as expressly set forth herein, the Agreement and all of its terms and conditions shall remain in full force and effect.

Please indicate your acceptance by signing in the space provided below.

Very truly yours,

FOX NEWS NETWORK, L.L.C.
("FNN")

BY: 

PRINT NAME: JANET M. ALTHOUSE

TITLE: SENIOR V.P. / INTERNATIONAL DISTRIBUTION

DATE: 2/24/09

LINGARD

ACCEPTED AND AGREED TO:
LINGUARD BROADCASTING
("LICENSEE")

BY: 

PRINT NAME: Jennifer Dennington

TITLE: General manager

DATE: 2/19/09

November 8, 2011

Jennifer Dennington
General Manager
WLOV
1359 Road 681
Saltillo, MS 38866
Ph: (662) 842-7620

Re: Fifth Amendment to Exhibit E - News Service Agreement dated February 22, 2000, Fourth Amendment dated February 18, 2009 Third Amendment dated March 6, 2008, Second Amendment dated April 28, 2005 and First Amendment dated September 19, 2003 (collectively, "Agreement"), between Fox News Network, LLC ("FNN") and Lingard Broadcasting Corporation ("Licensee") for Licensee's Television Station WLOV in Tupelo, MS.

Dear Ms. Dennington:

This letter shall set forth the agreement between FNN and Licensee to amend the above referenced Agreement as follows:

- 1) Paragraph 4.1 of the Agreement shall be amended to extend the License Fee as follows:

<u>Start Date</u>	<u>End Date</u>	<u>Monthly License Fee</u>
7/1/11	6/30/12	\$
7/1/12	6/30/13	\$
7/1/13	6/30/14	\$

Except as expressly set forth herein, the Agreement and all of its terms and conditions shall remain in full force and effect.

Please indicate your acceptance by signing in the space provided below.

Very truly yours,

FOX NEWS NETWORK, L.L.C.
("FNN")

BY: [Signature]

PRINT NAME: Cesley Grunbaum

TITLE: VP Finance

DATE: 11/2/12

ACCEPTED AND AGREED TO:
LINGARD BROADCASTING CORPORATION
("LICENSEE")

BY: [Signature]

PRINT NAME: John R. Lingard

TITLE: President / Owner

DATE: 29 Nov 2011